

Franklin County, Ohio

First Source Policy Statement & Guiding Principles

FIRST SOURCE offers benefits to...

EMPLOYERS by providing access to a supply of qualified job applicants. ***FIRST SOURCE*** provides recruitment opportunities, development opportunities and support for qualified applicants to meet workforce needs of EMPLOYERS. ***FIRST SOURCE*** is also an efficient, business friendly and flexible mechanism for EMPLOYERS to coordinate with internal human resource processes.

THE PUBLIC by leveraging tax incentives to create quality employment opportunities for those most in need in our community. ***FIRST SOURCE*** allows the PUBLIC to develop a strong, viable workforce to meet the community's employment needs.

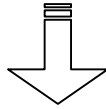
JOB SEEKERS by providing employment opportunities for qualified low to moderate-income individuals. ***FIRST SOURCE*** provides comprehensive recruitment opportunities, assessment, training, prescreening, interviews and employment supports to a wide range of persons.

FIRST SOURCE strives to....

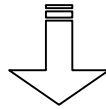
- ✓ Provide realistic expectations that reflect current business practices.
- ✓ Be as fair and equitable as possible across agreements.
- ✓ Focus on the success of the employer's company.
- ✓ Use friendly forms and documents.
- ✓ Be timely, responsive and a streamlined process.
- ✓ Establish non-punitive agreements.
- ✓ Provide fair and constructive performance remedies.
- ✓ Establish non-intrusive disclosure and reporting requirements.
- ✓ Adhere to non-disclosure of confidential information.
- ✓ Be a balanced emphasis on the success of both the employer and the employee.
- ✓ Be a value added service to both the employer and the employee
- ✓ Elicit the involvement of the community-wide referral network.
- ✓ Be the ***FIRST SOURCE*** for meeting employment and workforce needs for both the community and businesses throughout Central Ohio.
- ✓ Provide Job Seekers with access to training, skills development and career opportunities.

TEN STEPS TO FIRST SOURCE...

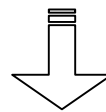
1 JFS informs Employer about First Source goals, roles, responsibilities, processes and procedures.



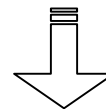
2 Employer designates a single point of contact to communicate with JFS.



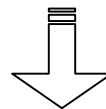
3 Opened Covered Position job orders submitted to JFS using agreed upon announcement format.



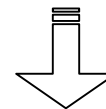
4 JFS will send qualified applicants for interviews within 10 business days.



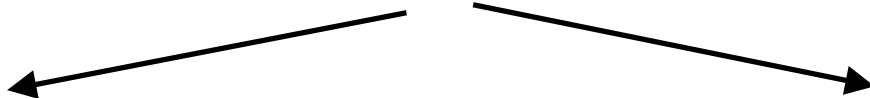
5 Employer will interview referred JFS applicants for opened covered positions.



6 Employer will give serious consideration towards hiring First Source JFS referred individuals.

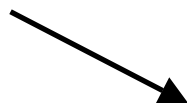


7 Employer submits quarterly hiring and termination reports to JFS.



8 Employer meets 50% aspirational hiring goal committed to in First Source Agreement.

8 JFS will notify Employer upon verification of violation of the provisions of First Source Agreement.



9 JFS will report to CED the success of Employer in following First Source Agreement or failure of Employer to cure violations of the First Source Agreement.



10 Employer will converse with JFS or CED about questions, comments & concerns of First Source Program.

Community & Economic Development Tax Incentive Agreement Application Process

1. Prior to taking any action towards granting a tax incentive, the applicant must submit a signed and completed Enterprise Zone or Community Reinvestment Area Application. This application is available via the electronic website or by requesting one from the Department of Community and Economic Development Office (CED).
2. Upon receiving a completed application, CED will lead negotiations of the terms of tax incentive agreement with the applicant. It is at this time, that local jurisdictions and school board will be notified of the request for tax incentives.
3. In conjunction with the activities above, the applicant will also negotiate the terms of the required First Source Hiring Agreement (FSA) with the Department of Job and Family Services (JFS) including submitting schedules A & B for exempted and covered positions.
4. Upon completion of negotiations both the Employer and Department of Job & Family Services will sign the completed First Source Agreement.
5. Once the FSA has been completed and negotiations on the terms of the tax incentive to be granted have been determined the applicant will sign the completed Tax Incentive Agreement.
6. The final step is the approval of the Tax Incentive Agreement by Franklin County Board of Commissioners. The Department of Community & Economic Development will provide all necessary information to the Board of Commissioners.
7. The Department of Community & Economic Development will send the agreement to the State of Ohio for certification and upon positive verification from the State will send a transmittal letter to the applicant completing the process.
8. Those granted an agreement must comply with all state and local reporting requirement. This reporting includes information requested by both CED and JFS. The State of Ohio requests information as well on an annual basis. All entities granted an agreement for tax incentives must comply with these requests.

FRANKLIN COUNTY FIRST SOURCE AGREEMENT

This First Source Agreement (Agreement) for recruitment, referral and placement is between Franklin County (COUNTY) and _____ (EMPLOYER). Under this Agreement, EMPLOYER will use the Franklin County Department of Job and Family Services (FCDJFS), as its first source for recruitment, referral and placement of personnel in Covered Positions. Except as otherwise provided herein, all references to obligations and benefits under this Agreement shall be considered those obligations and benefits of FCDJFS.

I. PURPOSE

- A. The COUNTY and EMPLOYER wish to assure continuing employment opportunities for COUNTY residents who are unemployed or underemployed.
- B. The COUNTY wishes to promote the recruiting, preparation, training and pre-screening of job candidates by local agencies in order to meet the needs of local businesses for qualified workers, thus contributing to a healthy climate for business growth in the COUNTY.
- C. The COUNTY has designated Franklin County Department of Job and Family Services (FCDJFS) as the entity to administer recruitment, referral and monitoring/reporting for its First Source Agreements. In carrying out its role as the COUNTY's First Source administrator, FCDJFS will be collaborating with a partnership network of community agencies to meet EMPLOYER's needs for qualified applicants.
- D. The EMPLOYER wishes to promote the recruiting, preparation and pre-screening of job candidates by local agencies in order to help satisfy the Employer's own need for qualified workers. EMPLOYER wishes to use FCDJFS as its first source for recruitment, referral, and placement of employees.
- E. EMPLOYER wishes to apply for a tax incentive authorized by the COUNTY and the State of Ohio. In consideration for this assistance, EMPLOYER must enter into this Agreement.
- F. This Agreement shall take effect on the day the EMPLOYER signs the tax exemption agreement with the COUNTY and shall be in full force and effect until the end of the tax exemption.
- G. The EMPLOYER agrees to use FCDJFS as its first source in the recruiting and referral of Qualified Applicants for EMPLOYER's Covered Positions under this Agreement.

II. SCOPE OF UNDERSTANDING

- A. "Exempted Positions" are those which are not subject to this Agreement, as described herein. Exempted positions are listed in Schedule A.
- B. "Covered Positions" are all negotiated positions offering regular or long-term jobs that are expected to provide employment thirty hours or more per week and are subject to First Source procedures as outlined in this Agreement. Covered Position openings include all EMPLOYER'S job openings, at the applicable project site, in the COUNTY, which are open for external recruitment from EMPLOYER's existing jobs as well as projected new positions at the site. Covered Positions are listed in supplied Schedule B.
- C. "Continuously Open Positions" are those Covered Positions that routinely remain open indefinitely, or routinely for long stretches of time. Continuously Opened Positions, if any, are also indicated in Schedule B.
- D. "Newly Created Position Titles" are those created after the signing of this Agreement. These positions are subject to negotiation and may become Covered Positions in the same manner as the initial Covered Positions.
- E. "Numerically Sufficient" means that FCDJFS will provide a minimum of 2 prescreened interviewees per opened Covered Positions posted by EMPLOYER.
- F. "Regular" or "Long Term" jobs will be defined as those payroll positions anticipated to last 150 days or more in duration. Jobs lasting less than 150 days will be considered temporary and will not be subject to this Agreement.
- G. "Internal Hires" are those positions filled by EMPLOYER'S regular employees by internal promotion, transfer, demotion, leave of absence or recall of a laid off employee.
- H. "Aspirational Goal" is the agreed upon expectation that EMPLOYER will achieve an average success rate of approximately 50% or higher in filling EMPLOYER'S Covered Positions with Qualified Applicants referred by FCDJFS. EMPLOYER shall make a good faith effort to reach the Aspirational Goal according to the terms of the First Source Agreement.
- I. "Qualified Applicant" means a person who would be eligible for employment with the Employer after completing the following: Passing a prescreening by FCDJFS of a predetermined set of minimum qualifications of knowledge, skills, abilities and characteristics, established by the Employer and understood by FCDJFS and passing a secondary screening by the Employer of the same criteria and being found sufficient to these standards.

III. NOTIFICATION, RECRUITMENT, REFERRAL, AND HIRING

- A. EMPLOYER shall keep FCDJFS informed about long range hiring projections pertaining to all Covered Position titles.
- B. EMPLOYER shall provide notification to FCDJFS when a Covered Position opening is identified which EMPLOYER intends to fill. The minimum notification period shall be ten (10) business days, except in the case of Continuously Open Positions, which shall follow the provisions in Section IV of this AGREEMENT. EMPLOYER shall use designated tools and/or methods for notifying FCDJFS of Covered Position openings.
- C. Covered Position openings filled by internal hires shall not be subject to the requirements and procedures described elsewhere in Section III of this AGREEMENT.
- D. EMPLOYER shall provide FCDJFS with the hiring schedule, detailed job descriptions, applicant qualifications, company policies and procedures and any other information important to identifying and/or preparing Qualified Applicants for Covered Position openings, including those that are Continuously Open.
- E. FCDJFS shall refer screened and prequalified applicants to EMPLOYER within ten (10) business days of EMPLOYER notification of a Covered Position opening, except in the case of Continuously Open Positions, which shall follow the provisions in Section IV of this AGREEMENT. The period of ten business days shall begin when FCDJFS receives notification from the EMPLOYER, provided that FCDJFS has also received at, or prior to, notification the complete information (Section III, part D) about the Position opening.
- F. EMPLOYER shall interview and give serious consideration to hiring, including interviewing, Qualified Applicants screened and referred by FCDJFS. EMPLOYER agrees to an aspirational hiring goal of filling at least 50% of its Covered Position openings with First Source applicants referred by FCDJFS. If 50% or more of the Covered Position openings are filled by First Source applicants referred by FCDJFS, EMPLOYER may advertise and interview at will for the remainder of those openings except in the case of Continuously Open Positions, which will follow the provision in Section IV of this AGREEMENT.
- G. If applicants who FCDJFS has not referred apply directly to EMPLOYER for Covered Position openings, EMPLOYER will, at its discretion, route the applicants to FCDJFS for First Source screening, except when at least 50% of EMPLOYER's Covered Position openings have been filled by First Source applicants referred by FCDJFS.
- H. If, after the period of ten (10) business days, FCDJFS has not referred a pool of

applicants that is either numerically sufficient or prequalified for a Covered Position opening, EMPLOYER may use other means for filling the Position. Prior to utilizing other means, however, EMPLOYER shall notify FCDJFS in writing (email is preferable) giving the reason(s) the FCDJFS referrals are deemed inadequate, and shall also interview any Qualified Applicants for the Position who have been referred by FCDJFS.

- I. EMPLOYER shall not externally advertise or market a Covered Position opening until successfully maintaining an average of filling at least 50% of Covered Position openings with First Source applicants referred by FCDJFS, except when independent recruiting is allowed as provided by Section III, parts F, H and J, of this AGREEMENT.
- J. If FCDJFS expects it will not be able to supply a numerically sufficient number of Qualified Applicants for a Covered Position opening, FCDJFS will promptly authorize EMPLOYER to recruit independently for the Position. However, EMPLOYER shall interview any Qualified Applicants that FCDJFS is able to refer for the Position.
- K. When EMPLOYER does not hire First Source prequalified applicants, EMPLOYER shall provide timely information to FCDJFS that could help FCDJFS improve its ability to identify applicants who match EMPLOYER's job requirements.
- L. EMPLOYER holds the COUNTY and FCDJFS harmless for the actions of applicants during any portion of the referral or employment process. EMPLOYER assumes full responsibility for its dealings with all First Source applicants that are referred by FCDJFS and hereby releases the COUNTY and FCDJFS from any liability of actions of applicants that are hired.
- M. Nothing in this AGREEMENT is intended to override EMPLOYER standards and terms for employment as set by EMPLOYER personnel policies and procedures. Employees hired under this AGREEMENT shall have no special or additional rights arising from this AGREEMENT.
- N. Consistent with FCDJFS commitment to quality referrals that are in alignment with EMPLOYER's expectations, EMPLOYER shall designate an internal liaison as the point of contact for providing information, guidance, direction and feedback to FCDJFS. EMPLOYER shall keep FCDJFS informed concerning any changes in the point of contact.
- O. Upon EMPLOYER's request, FCDJFS will provide EMPLOYER with information concerning the First Source program, such as marketing, recruiting, screening and referral practices, partner agencies and, as needed or at EMPLOYER's request, will familiarize EMPLOYER with FCDJFS administrative practices.

IV. CONTINUOUSLY OPEN POSITIONS

- A. The aspirational hiring goal (Section III, part F) and all the procedures and policies set forth in this Agreement apply to Continuously Open Positions except for the ten-day notification/performance provisions of Section III, parts B, E, and H.
- B. EMPLOYER will keep FCDJFS informed of the Continuously Opened Positions hiring schedules and volumes and will cooperate with FCDJFS in establishing and carrying out a mutually satisfactory process to conduct referrals.

V. REPORTING

- A. EMPLOYER recognizes that FCDJFS may be able to provide valuable guidance to employees to assist in the retention of employment. Therefore, EMPLOYER may, at its discretion, notify FCDJFS when an employee referred through First Source is in need of improvement and/or in jeopardy of termination and provide FCDJFS the opportunity to offer guidance to the individual helpful to the retention of employment. This provision does not in any way restrict EMPLOYER's right to immediately terminate or otherwise discipline its employees.
- B. Reporting shall be done quarterly beginning the first quarter after this First Source Agreement goes into effect. EMPLOYER shall submit reports within 15 business days following the end of each calendar quarter.
- C. EMPLOYER shall have web enabled/Internet capabilities for purposes of reporting. All reporting shall be conducted via electronic means utilizing format identified by FCDJFS. Reports shall be submitted via electronic e-mail to FCDJFS'S designated representative. In the event that EMPLOYER does not utilize electronic e-mail, reports will be submitted in typed form to FCDJFS designee.
- D. Employer will submit two reports quarterly to FCDJFS, a hiring report and a quit/termination report.
 - 1. Quarterly Hiring Report shall contain all requested information including persons hired during the quarter regardless of whether the position is covered or not. Additional information shall include names, address with zip code, hire date, wage at hire, social security numbers of first source hirees, position titles and current employment statuses. (See Exhibit A)
 - 2. Quarterly Quit/Termination Report shall provide information about terminated employees including, but is not limited to date of hire, date of termination/quit, name, position title, hourly wage and reason for termination. (See Exhibit B)
- E. COUNTY and FCDJFS warrants that information that could identify any individual person (name, address, social security number) will be held in the highest confidence and

accessed only by authorized employees of the COUNTY and FCDJFS. Aggregate data derived from these two reports, and data sanitized of name, address and social security number, will not be treated as confidential.

VI. ASSIGNMENT AND MODIFICATION

- A. If, during the term of this Agreement, EMPLOYER or its affiliates should transfer control of the Enterprise Zone project as it is affected by this Agreement to any other party by lease, sale, assignment or otherwise, EMPLOYER, as a condition of transfer shall require the party taking control to agree, in writing, to the terms of this Agreement.
- B. FCDJFS and EMPLOYER may mutually agree to update the attached schedules and/or modify the First Source Processes to improve the working relationship described herein.
- C. The terms of this Agreement may only be modified in writing, signed by a duly authorized representative of each party.

VII. CONTROLLING REGULATIONS AND LAWS

- A. EMPLOYER shall comply with all federal, state and local laws, regulations, and ordinances applicable to employment. If this Agreement conflicts with any labor laws or other governmental regulations, the laws or regulations shall prevail.
- B. If this Agreement conflicts with a collective bargaining agreement to which EMPLOYER is a party, the bargaining agreement shall prevail.
- C. EMPLOYER will provide FCDJFS with written documentation that EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, EMPLOYER will provide them to FCDJFS.
- D. EMPLOYER agrees to comply with Title VII of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973, as amended or with any successor statutes.
- E. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with this Agreement because of race, color, religion, sex, national origin, age, mental or physical handicap, ethnic background, veterans status, sexual preference, application for Workers' Compensation benefits, political affiliation or belief, marital status, expunged juvenile record or association with any person of a particular race, color, sex, national origin, marital status, age, or religion.

VIII. NOTICE AND CURE PROVISIONS

- A. EMPLOYER must cure any alleged failure to comply with Section III., IV., V., and VI, within 10 calendar days of written notification from the FCDJFS.
- B. If such alleged noncompliance is the result of EMPLOYER'S failure to adhere to the hiring process, then EMPLOYER shall initiate and document a corrective action plan to the satisfaction of FCDJFS within 30 calendar days.

IX. REMEDIES AND SANCTIONS

- A. If, after the required notice and opportunity to cure, FCDJFS finds EMPLOYER to be in violation of this Agreement, it may advise COUNTY of so and the COUNTY may invoke sanctions reflected and referred to in the EMPLOYER/COUNTY tax incentive agreement.

Dated this _____ day of _____, 2004.

Approved by:

EMPLOYER REPRESENTATIVE

DATE

NAME/TITLE

WITNESS

Approved by:

ARLENE SHOEMAKER, PRESIDENT

DEWEY R. STOKES

Approved as to form:

MARY JO KILROY
BOARD OF COMMISSIONERS
FRANKLIN COUNTY OHIO

Franklin County Prosecuting Attorney
Date _____

SCHEDULE A-EXEMPTED POSITIONS

SCHEDULE B-COVERED POSITIONS